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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

**Frank Estrada and Carman Estrada,
husband and wife; Othon Luna and
Estella Luna, husband and wife,**

Plaintiffs,

v.

**City of San Luis, an Arizona municipal
corporation; Rural/Metro Fire
Department, Inc., an Arizona
corporation; Rural/Metro Protection
Services, Inc., an Arizona corporation;
Rural/Metro Corporation, an Arizona
corporation; Rural Metro (Delaware)
Corporation (FN), a Delaware
corporation; Rafael Torres; Juan
Carlos Escamilla; Lee Maness; Gabriel
Jimenez,**

Defendants.

Case No.

COMPLAINT

(Jury Trial Demanded)

Plaintiffs, Frank Estrada and Carman Estrada and Othon Luna and Estella Luna, by and through their undersigned counsel, and for their Complaint against the Defendants hereby allege as follows:

JURISDICTION

1. Plaintiffs bring this action against Defendants to redress the deprivation of rights secured them by the United States Constitution and several of its Amendments, federal civil rights statutes and state common law. This Court has jurisdiction over this matter under 28 U.S.C. §§1331, 1332 and 1343; 42 U.S.C. §§1981 and 1983 and 28 U.S.C.

§1367

VENUE AND REQUEST FOR JURY TRIAL

2. Venue for this action is proper in this District, under 28 U.S.C. §1391, because the events giving rise to the claims occurred in this District.

3. Plaintiffs request a trial by jury as a matter of right under to the 7th Amendment of the United States Constitution and Rule 38, Federal Rule of Civil Procedure.

ADMINISTRATIVE PROCEDURE

4. Within 180 days of the occurrence of the acts set forth herein, Plaintiffs filed charges of employment discrimination and hostile work environment with the Equal Employment Opportunity Commission, which was copied to the Arizona Attorney General's Office, against Defendants.

5. Notices of right to sue were issued on February 28, 2007 for Plaintiff Estrada and on May 8, 2007 for Plaintiff Luna, by the U.S. Equal Employment Opportunity Commission.

6. Within 180 days of the accrual of Plaintiffs' claims, Plaintiffs filed a Notice of Claim with the City of San Luis.

PARTIES

7. Plaintiffs Frank Estrada and Carman Estrada are husband and wife and at all times material hereto were residents of Gadsden, Arizona within this District in Yuma County, Arizona.

8. Plaintiffs Othon Luna and Estella Luna are husband and wife and at all times material hereto individuals who reside in San Luis, Arizona within this District in Yuma County, Arizona.

9. Defendant City of San Luis ("City") is a municipality located in Yuma County,

1 Arizona and incorporated under the laws of the State of Arizona. The City is a "person"
2 within the meaning of 42 U.S.C. §1983.

3 10. Defendant Rural/Metro Fire Department, Inc., is an Arizona corporation doing
4 business as Rural/Metro Fire and Rescue, within the State of Arizona in San Luis, Arizona.
5 Defendant Rural/Metro Fire Department, Inc., is a "person" within the meaning of 42 U.S.C.
6 §1983.

7 11. Defendant Rural/Metro Protection Services, Inc., is an Arizona corporation
8 doing business as Rural/Metro Fire and Rescue, within the State of Arizona in San Luis,
9 Arizona. Defendant Rural/Metro Fire Department, Inc., is a "person" within the meaning
10 of 42 U.S.C. §1983.

11 12. Defendant Rural/Metro Corporation, is an Arizona corporation doing business
12 as Rural/Metro Fire and Rescue, within the State of Arizona in San Luis, Arizona.
13 Defendant Rural/Metro Corporation is a "person" within the meaning of 42 U.S.C. §1983.

14 13. Defendant Rural/Metro (Delaware) Corporation, is a Delaware corporation
15 lawfully doing business as Rural/Metro Fire and Rescue, within the State of Arizona in San
16 Luis, Arizona. Defendant Rural/Metro (Delaware) Corporation is a "person" within the
17 meaning of 42 U.S.C. §1983.

18 14. Defendants Rural/Metro Fire Department, Inc.; Rural/Metro Protection
19 Services, Inc.; Rural/Metro Corporation; and Rural/Metro (Delaware) Corporation are
20 known collectively here as "Defendants Rural/Metro."

21 15. Defendant Rafael Torres is a resident of Yuma County, Arizona, is married
22 and was at all times acting here in furtherance of his marital community. Defendant Torres
23 is a "person" within the meaning of 42 U.S.C. §1983.

24 16. Defendant Juan Carlos Escamilla is the Mayor for the City of San Luis, is a
25 resident of Yuma County, Arizona, is married and was at all times acting here in furtherance
26 of his marital community. Defendant Escamilla is a "person" within the meaning of 42
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1 U.S.C. §1983.

2 17. Defendant Lee Maness is the City Administrator for the City of San Luis, is
3 a resident of Yuma County, Arizona, is married and was at all times acting here in
4 furtherance of his marital community. Defendant Maness is a "person" within the meaning
5 of 42 U.S.C. §1983.

6 18. Defendant Gabriel Jimenez is the Director of Human Resources for the City
7 of San Luis, is a resident of Yuma County, Arizona, is married and was at all times acting
8 here in furtherance of his marital community. Defendant Jimenez is a "person" within the
9 meaning of 42 U.S.C. §1983

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11 **ALLEGATIONS COMMON TO ALL CLAIMS**

12 19. Plaintiff Frank Estrada was employed with the City's Fire Department from
13 1994 through 2006, until his termination as Battalion Chief. During his employment with
14 the City's Fire Department, Mr. Estrada was an excellent employee and fire fighter.

15 20. Plaintiff Othon Luna was employed with the City's Fire Department from 1988
16 through 2006. During this period, he served as a fire fighter, Captain, Acting Fire Chief,
17 Assistant Fire Chief and Fire Chief. During his employment with the City's Fire
18 Department, Mr. Luna was an excellent employee and fire fighter.

19 21. Upon information and belief, at all times material to the events giving rise to
20 this action, Defendants Rural/Metro maintained a contract with Defendant City to provide
21 ambulance services.

22 22. Defendant City's former Fire Department Chief, Arturo Miranda (not a party
23 to this action, but a current employee of Defendants Rural/Metro), implemented policies and
24 procedures, of which Defendants City and Rural/Metro had full knowledge and with their
25 implicit, if not explicit agreement, that differed from those agreed to in the contract between
26 Defendants City and Rural/Metro.

1 23. These policies and procedures adopted by Arturo Miranda modified the
2 written contract as to how employees supplied by Defendants Rural/Metro were tasked by
3 Defendant City's Fire Department during their duty-shifts; the policies and procedures gave
4 the Fire Chief and Fire Captains greater authority in determining the use of such personnel
5 during duty-shifts.

6 24. These policy changes benefitted both Defendants City and Rural/Metro.

7 25. Arturo Miranda negotiated contracts for Defendant City with Defendants
8 Rural/Metro. For the most part, whatever Defendants Rural/Metro requested, Arturo
9 Miranda approved. Arturo Miranda and Defendants Rural/Metro had, and continue to have,
10 a very close relationship.

11 26. Under the terms of the then existing contract, Defendants Rural/Metro would
12 bill patients directly for ambulance services and retain 100% of the profit.

13 27. When Plaintiff Othon became Fire Chief of the Fire Department of Defendant
14 City, he insisted that Defendants Rural/Metro provide new equipment, new ambulances and
15 more hours for his part-time employees. Plaintiff Othon also insisted that for every transport
16 of a patient, that \$50 of the \$100 service fee go to Defendant City. Plaintiff Othon also
17 insisted that Defendants Rural/Metro pay \$12,000 per year (\$1000/mo.) for administration
18 work that he and Plaintiff Estrada performed.

19 28. On the last contract Plaintiff Othon negotiated (at the end of 2005) with
20 Defendants Rural/Metro's Yuma Representative, Gary August, and Defendants
21 Rural/Metro's President, Barry Landon, Plaintiff Othon proposed a budget of \$375,000 for
22 the City to take on the entire responsibility of the contract, leaving only the billing to be
23 performed by Defendants Rural/Metro. Plaintiff Othon planned to purchase new equipment,
24 purchase a new ambulance and hire three full-time employees. Defendants Rural/Metro
25 confirmed this contract in the presence of Nieves Riedel and Guillermina Fuentes, both City
26 Council members at the time.

1 29. Subsequently, Barry Landon and Gary August informed Plaintiff Othon that
2 they (Defendants Rural/Metro) planned to wait until after the May 2006 election to negotiate
3 the contract. Defendants Rural/Metro then told Plaintiff Othon that he was a problem and
4 that they did not want to deal with him and were supporting Defendants Torres and
5 Escamilla in the election.

6 30. Defendants Rural/Metros' contract with Defendant City for such services was
7 up for renewal during the time material to the decisions made by it and Defendant City that
8 were adverse to Plaintiffs.

9 31. During the period of approximately 1994 through 1998, Defendant Torres was
10 employed by Defendant City's Fire Department and supervised by Plaintiffs Estrada and
11 Luna.

12 32. In approximately May of 1998, after repeated disciplinary actions against
13 Defendant Torres for poor performance and failing to follow department directives,
14 Plaintiffs Estrada and Luna terminated Defendant Torres's employment with the City's Fire
15 Department.

16 33. Plaintiffs are informed and believe that after Defendant Torres was
17 terminated, Defendant Torres was intent on retaliating against both Plaintiffs.

18 34. Prior to Plaintiffs being terminated by Defendant City (and prior to Defendant
19 Torres being elected to the City Council), Gerardo Felix, cousin of Defendant Torres,
20 informed others that Defendant Torres told him that Plaintiffs did not know what they were
21 doing and that they needed to be fired.

22 35. Prior to Plaintiffs being terminated by Defendant City (and prior to Defendant
23 Torres being elected to the City Council), Defendant Torres told Plaintiff Estrada that he did
24 not care for Plaintiff Luna and that if he had a chance he would remove him from the Fire
25 Department.

26 36. Prior to Plaintiffs being terminated by Defendant City (and prior to Defendant
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1 Torres being elected to the City Council), Toma Luna informed Plaintiffs that they were the
2 joke of conversations between Defendant Torres and Gerardo Felix.

3 37. Plaintiffs are informed and believe that, prior to their terminations, Police
4 Officer Jesus de Leon related to others that Defendant Torres told him during the election
5 campaign and after winning a Council seat that his group—those on the Council that
6 supported him—planned to fire Plaintiffs.

7 38. Plaintiffs are informed and believe that, prior to their terminations, Defendant
8 Escamilla, the current Mayor of Defendant City, and other candidates now City Council
9 members, told Jose Mendoza that they planned to fire Plaintiffs if elected to the Council.

10 39. Upon information and belief, prior to Plaintiffs being terminated by Defendant
11 City and prior to Defendants Torres and Escamilla being elected to the City Council,
12 Defendants Torres and Escamilla stated to others that Plaintiffs should be terminated
13 because Plaintiffs did not know what they were doing, had been stealing, had been a
14 problem for Defendants Rural/Metro and were political supporters of those adverse to
15 Defendants Torres and Escamilla.

16 40. Upon information and belief, prior to Plaintiffs being terminated by Defendant
17 City, the City Attorney, (Glenn Gimbut) informed Plaintiff Luna that Defendants Torres and
18 Escamilla will do anything to make Plaintiffs' lives miserable, including terminating them.

19 41. In May of 2006, Defendants Torres and Escamilla were elected to the City's
20 Council, despite Plaintiffs supporting opposition candidates.

21 42. In late June 2006, the new Mayor and Council hired Defendant Lee Maness
22 as the new City Administrator. Defendant Maness began holding individual meetings with
23 department heads but avoided meeting with Plaintiff Luna.

24 43. In early July, 2006, Plaintiff Luna was sent an e-mail by Defendant Maness'
25 Secretary, Laura Leon. The e-mail ordered Plaintiff Luna to contact Defendants
26 Rural/Metro to request a second ambulance for stand-by at the 4th of July celebrations.

1 44. Because he was to be on vacation for two weeks, Plaintiff Luna sent the e-mail
2 and order to Plaintiff Estrada, Battalion Fire Chief, who followed and secured the order.

3 45. Weeks later, Plaintiffs received confidential letters from Defendant Maness
4 informing each that each had been insubordinate as to the July 4th order and requiring each
5 to explain why each should not be disciplined.

6 46. Plaintiffs responded in writing to Defendant Maness, with copies to all City
7 Council members, informing him that he was wrong to allege that Plaintiffs were
8 insubordinate and that the July order was followed as it was directed. Plaintiffs also related
9 that it appeared that Defendant Maness did not want to meet with Plaintiff Luna to discuss
10 Fire Department issues or to discuss the ambulance contract between Defendants City and
11 Rural/Metro and the practices exercised under that contract. Plaintiffs invited direction from
12 Defendant Maness if he wanted changes and/or adjustments to the ambulance practice.
13 Defendant Maness never answered the letter, nor did he respond in any way to Plaintiffs.

14 47. Subsequently, Plaintiffs discovered that Defendants Maness and Escamilla
15 were meeting with Defendants Rural/Metro, excluding Plaintiffs from discussions and
16 negotiations, which was highly unusual.

17 48. Plaintiffs also discovered that Defendants Maness and Escamilla violated the
18 chain of command by going directly to one of the Fire Captains, Ovet Esparza, and
19 involving him in the ambulance negotiations with Defendants Rural/Metro.

20 49. Unknown to Plaintiffs at the time, Ovet Esparza wrote a letter to Defendants
21 Rural/Metro stating that if Defendants Rural/Metro refused to provide Defendant City better
22 equipment, vehicles (ambulance) and the like, all those who signed the letter would resign
23 their part-time employment with Defendants Rural/Metro.

24 50. All Fire Department personnel were asked to sign the letter, except Plaintiffs.

25 51. Upon information and belief, Ovet Esparza personally gave a copy of this
26 letter to Defendant Maness who forwarded it to Gary August, Rural/Metro Chief in the
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1 Yuma area.

2 52. Upon receipt of the letter, Defendants Rural/Metro pulled their ambulance
3 from San Luis and cancelled the ambulance contract with Defendant City.

4 53. Defendants Rural/Metro also terminated all the employees who signed the
5 letter.

6 54. On or about October 23, 2006, Defendants Rural/Metro filed a letter with
7 Defendant City, alleging that under Plaintiffs' supervision and direction, Defendant City's
8 Fire Department was violating the terms of the contract between Defendants City and
9 Rural/Metro and had committed fraud, notwithstanding that the policies and procedures,
10 noted above, were implemented by a former Fire Chief, now an employee-supervisor with
11 Defendants Rural/Metro, was followed for years with the full knowledge and approval of
12 all parties.

13 55. Upon information and belief, Defendants Torres, Escamilla, Maness and
14 Jimenez influenced Defendants Rural/Metro to file the complaint formally accusing
15 Plaintiffs of violating the terms of the contract between Defendants Rural/Metro and City.

16 56. Upon information and belief, the filing of such complaint was agreed to be
17 quid pro quo for Defendant City's renewal of the Rural/Metro ambulance contract.

18 57. Upon information and belief, Defendants Rural/Metro were informed or led
19 to believe by Defendants Maness and Escamilla that the letter originated from Plaintiffs.

20 58. Subsequently, in November 2006, Defendants Maness and Jimenez flew to
21 Mesa, Arizona, on behalf of Defendants City, Torres and Escamilla, to meet Barry Landon
22 of Defendants Rural/Metro. The purpose of this trip, in part, was to confirm the mutual
23 understanding or agreement among and between Defendants City, Rural/Metro, Torres,
24 Escamilla, Maness and Jimenez to terminate Plaintiffs from their employment with
25 Defendant City because Plaintiffs had previously terminated Defendant Torres, Plaintiffs
26 had been a problem for Defendants Rural/Metro and Plaintiffs politically supported
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1 candidates opposing Defendants Torres and Escamilla in the May 2006 City Council
2 election. In addition, this understanding or agreement provided that the contract between
3 Defendants City and Rural/Metro would be maintained.

4 59. Upon information and belief, each Defendant above understood that Plaintiffs
5 were being terminated, in substantial part if not entirely, because Plaintiffs previously
6 terminated Defendant Torres, Plaintiffs had been a problem for Defendants Rural/Metro and
7 Plaintiffs politically supported candidates opposing Defendants Torres and Escamilla in the
8 May 2006 City Council election.

9 60. Upon information and belief, each Defendant knew or should have known that
10 terminating Plaintiffs because Plaintiffs previously terminated Defendant Torres, because
11 Plaintiffs had been a problem for Defendants Rural/Metro and/or because Plaintiffs
12 politically supported candidates opposing Defendants Torres and Escamilla, was wrongful
13 under federal law and violated Plaintiffs' federal civil rights.

14 61. Defendants City, Rural/Metro, Torres, Escamilla, Maness and Jimenez
15 retaliated against and conspired to terminate Plaintiffs. Contacts between Defendants
16 between May 2006 and November 2006, related to Plaintiffs, like the meeting in Mesa
17 Arizona, were all acts in furtherance of the conspiracy.

18 62. Plaintiffs were put on administrative leave with pay until further notice
19 Thereafter, Defendant City began, what can only be described as its results-oriented
20 investigation of the matter, which led, initially, to its suspension of Plaintiffs, then,
21 ultimately to its termination of Plaintiffs.

22 63. The conspiracy between Defendants to retaliate against and terminate
23 Plaintiffs concluded with the wrongful terminations of Plaintiffs.

24 64. The terminations of Plaintiffs by Defendant City was because of a long-
25 standing practice and custom of Defendant City to remove employees who do not politically
26 support the majority of the City Council.

65. By retaliating against and terminating Plaintiffs because Plaintiffs previously terminated Defendant Torres, because they had been a problem for Defendants Rural/Metro and/or because Plaintiffs politically supported candidates opposing Defendants Torres and Escamilla, Defendant Maness, the final policy-making authority representing official policy of the City, knew that he violated Plaintiffs' federal civil rights, for which Defendant City is liable.

66. To the extent that Defendant Maness, the final policy-making authority representing official policy of the City, either delegated his authority to Defendant Jimenez to terminate Plaintiffs, or ratified the decision to terminate Plaintiffs, Defendant Maness knew the terminations violated Plaintiffs' federal civil rights, for which Defendant City is liable.

67. After Plaintiffs were terminated by Defendant City, the mother of Defendant Torres, Gloria Torres, stated to others that her son informed her that Plaintiffs were terminated because they had been stealing, had been a problem for Defendants Rural/Metro and because they politically supported opposition candidates.

68. Statements by Defendants asserting, suggesting or indicating that Plaintiffs had been stealing or committed fraud, both crimes, are false.

69. Each Defendant had knowledge of Plaintiffs' political support for those politically opposed to Defendants Torres and Escamilla, during the 2006 City Council election.

70. On or about January 2007, Defendant City referred the matter to the Arizona Attorney Generals Office for criminal investigation, the results of which were findings of no criminal conduct or fraud by Plaintiffs.

71. As a direct and proximate result of the conduct of Defendants, Plaintiffs were compelled to retain counsel.

72. As a direct and proximate result of the conduct of Defendants, Plaintiffs lost

1 their jobs, were unemployed for a time, have been unable to obtain employment similar to
2 what they had with Defendant City and, therefore, lost compensation, which caused related
3 losses, all totaling an amount of more than \$500,000.

4 73. As a further direct and proximate result of the conduct of Defendants,
5 Plaintiffs suffered injury, including but not limited to, economic loss, emotional distress,
6 mental anguish, humiliation, indignation, embarrassment, loss of enjoyment of life and
7 deprivation of their federal civil rights.

8 74. Defendant Torres is sued for his conduct before being elected to the City
9 Council and for his conduct after being elected to the City Council. As to the state law
10 claims alleged below, exempt from the notice of claim provisions of state law, Defendant
11 Torres is liable for both his actions prior to becoming, and his actions outside the scope of
12 being, a City Council member.

13 75. Defendants Torres, Escamilla, Maness and Jimenez are sued in their
14 individual and official capacities.

15 76. Defendants Torres, Escamilla, Maness and Jimenez acted, under color of state
16 law and are, therefore, liable for such actions.

17 77. Defendants violated clearly established statutory and constitutional rights of
18 which a reasonable person would have known.

19 78. Defendants acted interdependently; that is, Defendant City, through
20 Defendants Escamilla, Maness and Jimenez, insinuated itself into a position of
21 interdependence with Defendants Rural/Metro and Torres, all acting with a substantial
22 degree of cooperation and wilfully participating in a joint activity to retaliate against and
23 harass, defame and terminate Plaintiffs in violation of their federal civil rights.

24 79. Defendants Rural/Metro and Torres acted, at times, as private persons in
25 concert with Defendant City, through its employees, Mayor and City Council, to retaliate
26 against and harass, defame and terminate Plaintiffs in violation of their federal civil rights;

that is, the actions of Defendants Rural/Metro and some of the action of Defendant Torres should be treated as that of Defendant City and as actions under color of state law.

COUNT I

RETALIATION

(42 U.S.C. §§1981 and 1983)

(non-governmental and by color of state law)

80. Plaintiffs hereby incorporate the allegations against Defendants, and each of them, in Paragraphs 1-79 as though fully set forth herein.

81. Defendants' retaliation against, and harassment, defamation and termination of, Plaintiffs constitute violations of Plaintiffs' statutory right to be free from retaliation as provided in 42 U.S.C. §1981 under §1983.

82. Because Defendants formed and operated a conspiracy to deprive Plaintiffs of their federal civil rights, and they wrongfully acted in furtherance of the conspiracy, for which Plaintiffs suffered damages, Defendants are jointly liable for the violations of Plaintiffs' statutory right to be free from retaliation as provided in 42 U.S.C. §1981 under §1983.

83. As a direct and proximate result of the conduct of Defendants, and each of them, Plaintiffs suffered injury, including but not limited to, economic loss, emotional distress, mental anguish, humiliation, indignation, embarrassment, loss of enjoyment of life and deprivation of their federal civil rights.

COUNT II

UNCONSTITUTIONAL DENIAL OF FIRST AMENDMENT INTERESTS

(42 U.S.C. §1983)

84. Plaintiffs hereby incorporate the allegations against Defendants, and each of

1 them, in Paragraphs 1-83 as though fully set forth herein.

2 85. Defendants' retaliation against, and harassment, defamation and termination
3 of, Plaintiffs constitute violations of Plaintiffs' political affiliation and association rights
4 as provided by the First and Fourteenth Amendments to the United States Constitution under
5 42 U.S.C. §1983.

6 86. Because Defendants formed and operated a conspiracy to deprive Plaintiffs
7 of their federal civil rights, and they wrongfully acted in furtherance of the conspiracy, for
8 which Plaintiffs suffered damages, Defendants are jointly liable for the violations of
9 Plaintiffs' voting rights as provided by the First and Fourteenth Amendments to the United
10 States Constitution under 42 U.S.C. §1983.

11 87. As a direct and proximate result of the conduct of Defendants, and each of
12 them, Plaintiffs suffered injury, including but not limited to, economic loss, emotional
13 distress, mental anguish, humiliation, indignation, embarrassment, loss of enjoyment of life
14 and deprivation of their federal civil rights.

15 16 **COUNT III**

17 **UNCONSTITUTIONAL DENIAL OF PROPERTY INTERESTS**

18 **(42 U.S.C. §1983)**

19 88. Plaintiffs hereby incorporate the allegations against Defendants, and each of
20 them, in Paragraphs 1-87 as though fully set forth herein.

21 89. Defendants' retaliation against, and harassment, defamation and termination
22 of, Plaintiffs constitute violations of Plaintiffs' property interests as provided by the Fifth
23 and Fourteenth Amendments to the United States Constitution under 42 U.S.C. §1983.

24 90. Because Defendants formed and operated a conspiracy to deprive Plaintiffs
25 of their federal civil rights, and they wrongfully acted in furtherance of the conspiracy, for
26 which Plaintiffs suffered damages, Defendants are jointly liable for the violations of
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1 Plaintiffs' property interests as provided by the Fifth and Fourteenth Amendments to the
2 United States Constitution under 42 U.S.C. §1983.

3 91. As a direct and proximate result of the conduct of Defendants, and each of
4 them, Plaintiffs suffered injury, including but not limited to, economic loss, emotional
5 distress, mental anguish, humiliation, indignation, embarrassment, loss of enjoyment of life
6 and deprivation of their federal civil rights.

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8 **COUNT IV**

9 **INVASION OF PRIVACY**

10 92. Plaintiffs hereby incorporate the allegations against Defendants, and each of
11 them, in Paragraphs 1-91 as though fully set forth herein.

12 93. Defendant Torres's conduct in publishing false and misleading information
13 about Plaintiffs is an unreasonable intrusion upon their solitude, seclusion, private affairs
14 and concerns, in a highly offensive manner.

15 94. As a direct and proximate result of the conduct of Defendant Torres, Plaintiffs
16 suffered injury, including but not limited to, economic loss, emotional distress, mental
17 anguish, humiliation, indignation, embarrassment, loss of reputation, loss of enjoyment of
18 life and deprivation of their federal civil rights.

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20 **COUNT V**

21 **FALSE LIGHT INVASION OF PRIVACY**

22 95. Plaintiffs hereby incorporate the allegations against Defendants, and each of
23 them, in Paragraphs 1-94 as though fully set forth herein.

24 96. Defendant Torres's conduct in publishing false and misleading information
25 about Plaintiffs placed Plaintiffs in a false light before the public.

26 97. This invasion of Plaintiffs' privacy was offensive and objectionable to
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Plaintiffs and would be highly offensive and embarrassing to any reasonable person.

98. Defendant Torres acted with reckless disregard of the fact that a reasonable person of ordinary sensibilities would find the invasion highly offensive.

99. Defendant Torres acted with oppression and malice, with the intent to vex, harass, and injure Plaintiffs.

100. As a direct and proximate result of the conduct of Defendant Torres, Plaintiffs were exposed to contempt and obloquy and the loss of reputation and standing among the recipients of the false and misleading information in the community, all of which caused Plaintiffs to suffer injury, including but not limited to, economic loss, emotional distress, mental anguish, humiliation, indignation, embarrassment, loss of reputation, loss of enjoyment of life and deprivation of their federal civil rights.

COUNT VI

INTENTIONAL INTERFERENCE WITH A CONTRACTUAL RELATIONSHIP

101. Plaintiffs hereby incorporate the allegations against Defendants, and each of them, in Paragraphs 1-100 as though fully set forth herein.

102. Plaintiffs claim that Defendants Torres and Rural/Metro improperly interfered with Plaintiffs' individual employment contracts with the City. Defendants were aware of each contract between Plaintiffs and the City of San Luis. Defendants knowingly and intentionally interfered with Plaintiffs' contracts with the City of San Luis.

103. Plaintiffs suffered damages as a result of the intentional interference with a contractual relationship by Defendants, and each of them.

COUNT VII

PUNITIVE DAMAGES UNDER FEDERAL LAW

104. Plaintiffs hereby incorporate the allegations against Defendants, and each of

them, in Paragraphs 1-103 as though fully set forth herein.

105. By the conduct of Defendants', and each of them, Defendants each consciously sought to damage Plaintiffs or acted intentionally, knowing that their conduct was likely to cause unjustified, significant damage to Plaintiffs.

106. Defendants' conduct above, by each of them, was willful and egregious, or displays a reckless indifference to Plaintiffs' federal rights, under 42 U.S.C. §1981.

107. Plaintiffs suffered damages as a result of the punitive damages under federal law by Defendants, and each of them.

COUNT VIII

LOSS OF CONSORTIUM

108. Plaintiffs hereby incorporate the allegations against Defendants, and each of them, in Paragraphs 1-107 as though fully set forth herein.

109. The tortious conduct of Defendants Torres and Rural/Metro, and each of them, described above, against Plaintiffs causing them bodily harm, including emotional well-being, caused Plaintiffs severe loss of the consortium--society, in the broadest sense, and services--of their respective spouses, for which they are entitled to compensation.

110. Plaintiffs suffered damages as a result of the loss of consortium by Defendants Torres and Rural/Metro, and each of them.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS Frank and Carman Estrada and Othon and Estella Luna ask the Court to enter judgment in their favor against Defendants, and each of them, as appropriate for:

1. General and special damages as may be proven;
2. Statutory damages as may be proven;

DATED this 19th day of May, 2008.

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